

E5. ORDERING OPTIONS FOR BELLSOUTH SWA AND SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E5.1 General

E5.1.1 Scope

- A. This section sets forth the regulations and order related charges for Access Orders for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) services. These charges are in addition to other applicable charges as set forth in other sections of this Tariff.
- B. An Access Order is the customer's request for the Company to provide the customer with BellSouth SWA service or Special Access (a.k.a. BellSouth SPA) service and Fast Packet Access services or to provide modifications to existing service. An Access Order may be submitted by Access Service Request (ASR) or by such other ordering processes as the Company may provide. Depending upon the services, facilities or service interval dates requested, one or more Access Orders may be required to provide the customer with access service.

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E5.1.2 Ordering Conditions

- A. A customer may order any number of services of the same type and between the same premises on a single Access Order. All details for services for a particular order must be identical except for those of multipoint service.
- B. The customer shall provide all information necessary for BellSouth to provide and bill for the requested service. In addition to the order information required in Section E5.2 and E5.4, the customer must also provide:
- Customer name and premises address(es).
 - Billing name and address (when different from customer name and address).
 - Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.
- C. A customer that orders services from this Tariff as an Enhanced Service Provider (ESP), must provide a signed statement that it meets the ESP definition as provided in Section E2.6.
- D. Orders for BellSouth SWA FGA and BellSouth SWA LSBSA service shall be in lines.
- E. Orders for BellSouth SWA FGB and BellSouth SWA TSBSA shall be in trunks.
- F. A customer who converts from an existing BellSouth SWA FG 1 service to an equivalent unbundled service (i.e., BellSouth SWA FGA to BellSouth SWA LSBSA, BellSouth SWA FGB to BellSouth SWA TSBSA 1 and BellSouth SWA FGD to BellSouth SWA TSBSA 3) shall do so on no lower than an end office level. The Company and the customer will work cooperatively to accomplish these conversions.
- G. The day upon which the customer has provided to BellSouth a firm commitment for the service and complete and accurate information to allow for the processing of the Access Order **by three o'clock p.m. Eastern Standard Time (EST)**¹ is the Application Date. BellSouth will release an optional initial Pending Order Confirmation, which will include the BellSouth order number and circuit identification. At the customer's request, when the BellSouth facility availability is verified, either a Firm Order Confirmation, which will include critical date information, or a Design and Ordering Confirmation, which will include design as well as critical date information, will be released. Critical date information will include the Service Date. The Service Date (also sometimes referred to as the due date) is the date service is to be made available to the customer and billing will commence.
- A Pending Order Confirmation is available for orders for BellSouth-provided switched access dedicated transport services, where ordered separately from other switched access services, and for BellSouth-provided special access services. A Design and Ordering Confirmation is not available for orders submitted by end users. A Pending Order Confirmation and a Design and Ordering Confirmation are not available for orders for services provided jointly with another Exchange Telephone Company.
- H. The time required to provision the service (i.e., the interval between the Application Date and the Service Date) is known as the service interval. Such intervals will be established in accordance with published service date interval guidelines, which are available to customers upon request, whether the customer's service is subject to standard or negotiated intervals. The customer may request a service date other than that established pursuant to the service date interval guidelines, and the Company, where possible, will establish the service date in accordance with such request, subject, however, to other applicable provisions of this Tariff.

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A customer who initiates a conversion (rollover) of a DS1 to a DS3 High Capacity service is also responsible for submitting Network Channel Interface (NCI) Code Update requests, either mechanically or manually, on all sub-DS1 level circuits that ride the channelized DS1 High Capacity service being rolled over. The Company and customer will work cooperatively to establish the number of circuits which may be submitted monthly for purposes of mechanical NCI Code updates associated with rollovers of DS1 High Capacity service to DS3 High Capacity service.

Note 1: Access Orders received after three o'clock p.m. EST will be processed the next business day, which will be the Application Date.

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E5. ORDERING OPTIONS FOR BELLSOUTH SWA AND SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E5.2 Access Order (Cont'd)

E5.2.1 Provision of Service (Cont'd)

- N.** For Billing Name and Address for Automatic Number Identification (ANI) service, in addition to the ordering conditions set forth in E5.1.2 preceding, the IC shall also provide the following:
1. The IC's Carrier Identification Code (CIC) or pseudo CIC code and Access Carrier Name Abbreviation (ACNA). In the event the IC does not have such an assignment the IC must contact the Company for this assignment.
 2. A list of Carrier Identification Codes (CICs) or pseudo CIC codes and Access Carrier Name Abbreviation (ACNA) for whom billing services are being performed.
 3. The established Company Carrier Access Billing System (CABS) Account (CO7) number and if no account exists the Company will establish a CO7 account for billing purposes.
- O.** Service Installation Guarantee, as set forth in E2.4.10 of this Tariff, is not applicable to the installation of BellSouth CCS7 Access Arrangement.
- P.** For BellSouth SWA 500 service, as described in Section 6.2.9 of Tariff FCC No. 1, the customer shall order in the same manner which is set forth preceding for ordering BellSouth SWA FGD and BellSouth SWA 3 except that customers must order BellSouth SWA FGD and BellSouth SWA 3 to all end offices within the customer designated LATA(s), either through the tandem or by direct connections to the end office.
- The customer is also responsible for reporting to the Company the percent interstate usage (PIU) for 500 BellSouth SWA service as set forth in E2.3.14 of this Tariff.
- Q.** When ordering BellSouth® Remote Access Service, in addition to subscribing to the service by meeting the conditions set forth in E5.1.2 and E5.2.1.B.1 following, the customer shall:
1. coordinate their access service request through a customer account team;
 2. populate the project field on the access service request with "BST-RAS" and
 3. negotiate service intervals for BellSouth® Remote Access Service.

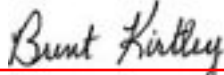
E5.2.2 Reserved for Future Use

E5.2.3 Access Order Modifications

- A.** The customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the customer's use. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the modification cannot be made with the normal work force during normal business hours, the Company will notify the customer. If the customer still desires the Access Order modification, the Company will schedule a new service date. All charges for Access Order modification will apply on a per occurrence basis.
- B.** Any increase in the number of Special Access (a.k.a. BellSouth SPA) service channels, Switched BellSouth SWA service lines, trunks or Switched BellSouth SWA Transport Facilities or CCS7 Signaling Connections and CCS7 Signaling Terminations will be treated as a new Access Order (for the increased amount only).
- C.** If order modifications are necessary to satisfy the transmission performance for a Special Access (a.k.a. BellSouth SPA) service ordered by a customer, these changes will be made without order modification charges being incurred by the customer.

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E5. ORDERING OPTIONS FOR BELLSOUTH SWA AND SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E5.2 Access Order (Cont'd)

E5.2.3 Access Order Modifications (Cont'd)

D. Service Date Change Charge

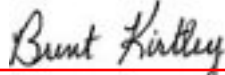
1. Access Order service date for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Company and reissued with the appropriate cancellation charges applied unless the customer indicates that billing for the service is to commence as set forth in E5.2.4.A. following.
2. Failure to notify the Company prior to the original service date to request a different service date may result in the application of a Service Date Change-Additional Dispatch Charge for installations, moves and rearrangement of services. If a Company technician is dispatched to the Customer's premises on the scheduled service date and the customer has failed to notify the Company before three o'clock p.m. EST on the business day prior to the scheduled service date that it wishes to change the service date, the Company will delay the start of service pending negotiations with the customer. If the customer reschedules the service date, a Service Date Change-Additional Dispatch Charge will apply in addition to a Service Date Change Charge as specified in 4(a), following. If the customer cancels the service date, cancellation charges will apply in accordance with terms and conditions for cancellation charges as set forth in E5.2.4 following. Cancellation of the order will not preclude the application of the Service Date Change Charge and Service Date Change-Additional Dispatch Charge assessed for prior occurrences on the same order.
3. A new service date may be established that is prior to the original service date if the Company determines it can accommodate the customer's request without delaying service dates for orders of other customers.
4. A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. ***The Service Date Change-Additional Dispatch Charge will apply for each occurrence of a technician dispatch to the customer's premises when the customer is not ready for service as specified in .D.2 preceding. The applicable charges are:***

	Nonrecurring Charge	USOC
(a) Service Date Change Charge, per order	\$33.37	OMC
(b) Service Date Change-Additional Dispatch Charge, per occurrence	\$150.00	OMCAD

5. For multiple orders with the same service date for the same customer premises, only one Service Date Change-Additional Dispatch Charge will apply. However, a Service Date Change Charge will apply for each order.
6. Service Installation Guarantees, as set forth in E2.4.10 of this Tariff, are not applicable for Service Date Change Charges.
7. An exception to the Service Date Change Charge provisions in Sections E5.2.3.D.1 and 2 applies for BellSouth Metro Ethernet Service and AT&T Switched Ethernet Service. The following provisions apply:

If a Customer is unable to accept Service on the original due date, the Customer may issue one or more supplements to an access order to change the original due date to a date no more than 120 calendar days after the original due date. When such requests are made, the Company will accordingly delay the start of service and the Customer will incur a Service Date Change Charge. The first supplement to the Access Order must be received by the Telephone Company on or before 30 calendar days after the original due date.

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E5. ORDERING OPTIONS FOR BELLSOUTH SWA AND SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E5.2 Access Order (Cont'd)

E5.2.3 Access Order Modifications (Cont'd)

D. Service Date Change Charge (Cont'd)

7. (Cont'd)

If a Customer has opted to issue a supplement to an access order to extend the original due date but is unable to accept Service within 121 calendar days after the original due date, one of the following will apply:

- If Service has not been fully provisioned, the Company will cancel the order on the 121st calendar day after the original due date and charges specified in Section E5.2.3.D.4(a) will apply, or
- If Service has been fully provisioned, the Company will begin billing for the Service on the 121st day after the original due date.

If a Customer is unable to accept Service within 31 calendar days after the original due date, and the Company has not received a supplement to the access order to extend the due date within 30 calendar days after the original due date, one of the following options will apply:

- If Service has not been fully provisioned, the Company will cancel the order on the 31st calendar day after the original due date and charges specified in Section E5.2.3.D.4(a) will apply, or
- If Service has been fully provisioned, the Company will begin billing for the Service on the 31st calendar day after the original due date.

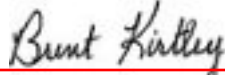
E. Partial Cancellation Charge

1. Any decrease in the number of ordered Special Access (a.k.a. BellSouth SPA) service channels, BellSouth SWA service lines, trunks or BellSouth SWA Transport facilities or BellSouth SWA CCS7 Signaling Connections will be treated as a partial cancellation and the charges as set forth in Section E5.2.4.B will apply.

F. Design Change Charge

1. The customer may request a design change to the service ordered. A design change is any change to an Access Order, which requires engineering review. An engineering review is a review by Company personnel of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the customer. Design changes may include such things as the addition or deletion of optional features or functions or a change in the type of BellSouth SWA Transport Termination, type of channel interface, type of Interface group or technical specification package. Design changes do not include a change of customer premises, end user premises, end office switch, Feature Group type, BSA type or Special Access (a.k.a. BellSouth SPA) service channel type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate charges applied.
2. Should a customer requested Design change be received on a pending access order that results in the establishment of a new service date that exceeds the original service date by more than 30 days, the customer shall not be required to cancel and reissue a new order, but shall be billed a Design Change Charge and a Service Date Change Charge.
3. The Company will review the requested change, notify the customer whether the change is a design change, if it can be accommodated and if a new service date is required. If the customer authorizes the Company to proceed with the design change, a Design Change Charge will apply. The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a design change.

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E5. ORDERING OPTIONS FOR BELLSOUTH SWA AND SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E5.2 Access Order (Cont'd)

E5.2.3 Access Order Modifications (Cont'd)

F. Design Change Charge

4. The applicable charge is:

(a) Design Change Charge, per order **33.37 H28**
Service Installation Guarantees, as set forth in E2.4.10 of this Tariff, are not applicable for Design Change Charges.

5. If a change of service date is required, the Service Date Change Charge as set forth in D. preceding will also apply.

E5.2.4 Cancellation Of An Access Order

- A.** A customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that service is available for the customer's use. The cancellation date is the date the Company receives written notice from the customer that the order is to be cancelled.

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- B.** When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:

1. Costs incurred in conjunction with the provision of **BellSouth SWA** or Special Access (*a.k.a. BellSouth SPA*) Service starts on the Application Date as defined in Section E5.2.4.B.4.b.
2. When the customer cancels an Access Order prior to the Design Layout Report Date, as defined in 4.b. following, no charges shall apply.
3. When the customer cancels an Access Order on or after the Design Layout Report Date, a charge equal to the estimated costs incurred by the Company shall apply. Such charge is determined as specified in Section E5.2.4.B.4.
4. Charges applicable as specified in Section E5.2.4.B.3 are based on the estimated costs incurred by the Company at the time the order is cancelled. The estimated costs incurred are determined based on the following:
 - a. Certain Company critical dates are associated with an Access Order provisioning interval, whether standard or negotiated. These dates are used by the Company to monitor the progress of the provisioning process. At any point in the Access Order interval the Company is able to determine which critical date was last completed and can thus determine what percentage of the Company's provisioning costs have been incurred as of that critical date.
 - b. The critical dates tracked by the Company are as follows:

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Application Date (APP):

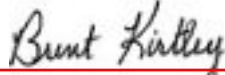
The date the customer provides to the Company, (1) a firm commitment for service and (2) sufficient information as detailed in E5.1 preceding to enable the Company to begin service provisioning. This is also the order date.

Scheduled Issue Date (SID):

The date that the order is to enter the Company's order distribution system.

Design Layout Report Date (DLRD):

The date the Design Layout Report (DLR) is forwarded to the customer.

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E5. ORDERING OPTIONS FOR BELLSOUTH SWA AND SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E5.2 Access Order (Cont'd)

E5.2.4 Cancellation Of An Access Order (Cont'd)

B. (Cont'd)

4. (Cont'd)

- b. The critical dates tracked by the Company are as follows: (Cont'd)

Records Issue Date (RID):

The date that all design and assignment information is to be sent to the central office and installation forces.

Wired and Office Tested Date (WOT):

The date by which all intraoffice wiring is to be completed, all plug-ins optioned, aligned, and frame continuity established, and the interoffice facilities, if applicable, tested. In addition, switching equipment, including translation loading, is to be installed and tested.

Plant Test Date (PTD):

The date on which overall testing of the service is to be started.

Engineering Information Report Date (EIRD):

The date the engineering group in another ISS area provides information to the primary engineering group.

Service Date (DD):

The date on which service is to be made available to the customer. This is sometimes referred to as the Due Date.

Designed, Verified, and Assigned Date (DVA):

The date by which field implementation groups must report that all documents and materials have been received.

Frame Continuity Date (FCD):

Date on which frame-to-frame testing must be completed. This is sometimes referred to as the Facility Continuity Check Date.

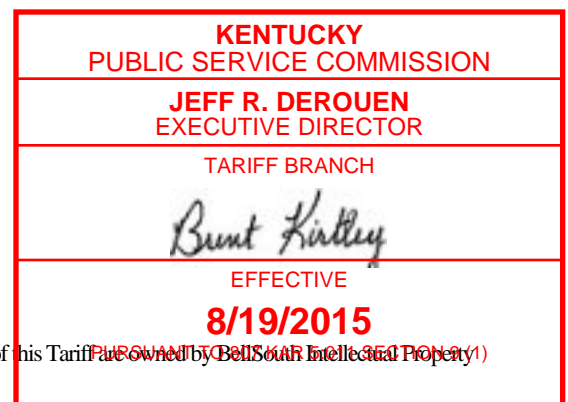
Loop Assignment and Make-up Date (LAM):

The date by which Local Loop Assignment and Make-up information must be available.

Confirming Design Layout Report Date (CDLRD):

The date the Design Layout Report (DLR) is to be confirmed by the customer.

- c. The percentage of the total provisioning cost incurred by the Company at a particular critical date varies by the type of service as shown in e. following.
- d. When a customer cancels an Access Order, or part of an Access Order, before the service date, the Company will apply cancellation charges to the order. Cancellation charges are calculated by multiplying all the nonrecurring charges associated with the order, or that part of the order being cancelled, by the percentage shown in e. following for the critical date last completed on the order.¹



E5. ORDERING OPTIONS FOR BELLSOUTH SWA AND SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E5.2 Access Order (Cont'd)

E5.2.4 Cancellation Of An Access Order (Cont'd)

B. (Cont'd)

4. (Cont'd)

e. Cancellation Charge Percentages

Type Service/ Critical Dates	After: Before:	APP SID	SID LAM	LAM EIRD	EIRD DLRD	DLRD RID	RID DVA
SPECIAL ACCESS (a.k.a. BellSouth SPA)							
WATS (a.k.a. BellSouth SPA)		1.60%	5.90%	9.40%	12.60%	16.00%	22.30%
Voice Grade (a. k. a. BellSouth SPA DSO VG)		1.60%	5.90%	9.40%	12.60%	16.00%	22.30%
Telegraph Grade (a. k. a. BellSouth SPA Telegraph)		1.70%	6.40%	10.10%	13.40%	17.10%	22.90%
Metallic Grade (a. k. a. BellSouth SPA Metallic)		1.70%	6.50%	10.30%	13.70%	17.40%	22.30%
Wired Music (a. k. a. BellSouth SPA Wired Music)		1.60%	5.90%	9.30%	12.40%	15.80%	22.10%
High Capacity (a. k. a. BellSouth SPA High Capacity)		7.90%	17.80%	19.90%	23.30%	28.10%	34.90%
Digital Data Access (a. k. a. BellSouth SPA DSO Digital Data)		1.60%	5.90%	9.40%	11.10%	21.80%	23.80%
BellSouth Metro Ethernet service		11.60%	33.10%	42.90%	44.80%	47.30%	53.10%

BELLSOUTH SWA

Trunks or Lines	2.40%	6.20%	7.50%	14.40%	22.20%	29.40%
BellSouth SWA High Capacity Facilities	7.90%	17.80%	19.90%	23.30%	28.10%	34.90%
BellSouth Wavelength Service	7.90%	17.80%	19.90%	23.30%	28.10%	34.90%

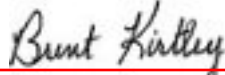
Type Service/
Critical
Dates

After: Before:	DVA WOT	WOT FCD	FCD PTD	PTD DD	DD
SPECIAL ACCESS (a.k.a. BellSouth SPA)					
WATS (a.k.a. BellSouth SPA)	35.90%	45.40%	58.10%	84.70%	100.00%
Voice Grade (a.k.a. BellSouth DSO VG)	35.90%	45.40%	58.10%	84.70%	100.00%
Telegraph Grade (a.k.a. BellSouth SPA Telegraph)	35.20%	43.30%	60.30%	88.40%	100.00%
Metallic Grade (a.k.a. BellSouth SPA Metallic)	33.60%	42.00%	55.10%	83.70%	100.00%
Wired Capacity (a.k.a. BellSouth SPA Wired)	35.40%	44.20%	56.40%	83.80%	100.00%
High Capacity (a. k. a. BellSouth SPA High Capacity)	48.10%	57.70%	63.90%	84.10%	100.00%
Digital Data Access (a. k. a. BellSouth SPA DSO Digital Data)	34.20%	41.00%	52.50%	81.50%	100.00%
BellSouth Metro Ethernet Service	53.10%	69.90%	85.60%	94.90%	100.00%

BELLSOUTH SWA

Trunks or Lines	38.70%	41.70%	64.30%	93.50%	100.00%
BellSouth SWA High Capacity Facilities	48.10%	57.70%	63.90%	84.10%	100.00%
BellSouth Wavelength Service	48.10%	57.70%	63.90%	84.10%	100.00%

Note 1: As set forth in Section **E5.2.4.B.2**, when a customer cancels an order prior to the Design Layout Report Date, no cancellation charges apply.

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E5.2 Access Order (Cont'd)

E5.2.4 Cancellation Of An Access Order (Cont'd)

B.(Cont'd)

5. The provisions of Sections E5.2.4.B.1-4 above shall not apply to cancellations of Access Orders for AT&T Switched Ethernet Service. Cancellation charges for AT&T Switched Ethernet Service are applied based upon the tiered fee schedule outlined below. When a customer cancels an Access Order (or a part of an order) for AT&T Switched Ethernet Service, cancellation charges will apply, even when nonrecurring installation charges would otherwise be waived. Cancellation charges will be calculated based on the number of calendar days between the Company's receipt of the Access Order and the cancellation date. A cancellation charge will apply on a per port connection basis as shown in the table below:

Cancellation Date – Calendar Days After Receipt of Order	Cancellation Charge (Per Port Connection)
0-10	\$0.00
11-30	\$650.00
31-61	\$2,000.00
61+	\$3,000.00

- C. When a customer cancels an order service for BellSouth® Dedicated Ring, SMARTRing® service (a.k.a. BellSouth® Dedicated Ring) *or BellSouth® Wavelength service* prior to the beginning of the selected service period, the customer will be liable for all capital expenses incurred by the Telephone Company in provisioning the BellSouth® Dedicated Ring, SMARTRing® service (a.k.a. BellSouth® Dedicated Ring) *or BellSouth® Wavelength service* as of the date the order is canceled by the customer. The charges billed to the customer will not exceed an amount equal to the minimum period for the service as set forth in Section E5.2.6 *and in* Section 6.7.2 of Tariff FCC No. 1 and Sections E7.4 and E29.1.2 of this intrastate Tariff at the month-to-month rates set forth in Section 6.8 of Tariff FCC No. 1 and Sections E7.5 and E29.1.6 of this intrastate Tariff. Such charges will be billed in addition to and subsequent to the cancellation charges set forth in Section E5.2.4.B.
- D. When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- E. If the Company misses a service date by more than thirty days due to circumstances over which it has direct control (excluding, e.g., acts of God, governmental requirements, work stoppages and civil commotions), the customer may cancel the Access Order without incurring cancellation charges.

E5.2.5 Selection of Facilities For Access Orders

- A. When a customer places an Access Order, it may choose to utilize facilities it previously purchased as a facility to a Hub. If the customer has a high capacity facility for use with BellSouth® SWA service Interface Groups 6 or 9, or has a Special Access (a.k.a. BellSouth® SPA) service facility purchase to a Hub, the customer must request that specific channels be used to implement the Access Order. If a connecting assignment is not provided by the customer, the Company will provide the service from available inventory as discussed in Section E5.3.
- B. For all other Access Orders, the option to request a specific transmission path or channel is not provided except as provided for under Special Facilities Routing as set forth in Section E11.

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